

**GENERAL POWER OF ATTORNEY
TO PROSECUTE APPLICATIONS BEFORE THE US PTO
(For Assignee of Entire Interest)**

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint the Practitioners associated with the Customer Number **06449** as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to the address associated with Customer Number **06449**.

Assignee Name and Address:

Webloyalty.com, Inc.
101 Merritt 7, 7th Floor
Norwalk, CT 06851

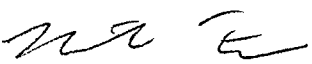
NOTE: A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

**ACKNOWLEDGEMENT AND CONSENT BY ASSIGNEE
TO OBTAIN INSTRUCTIONS FROM ANOTHER PARTY**

Assignee hereby acknowledges that the practitioners appointed herein may obtain instructions as to any action to be taken in the U.S. Patent and Trademark Office on any application to which this power of attorney may be directed, or on any patent resulting from any such application, from assignee's third-party agents or attorneys, or other designee, who have been authorized by assignee to convey such instructions, and assignee expressly consents to this arrangement. In the event of a change in the persons from whom instructions are to be taken, the practitioners appointed herein shall be so notified by the assignee.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee.

Signature of Authorized Representative	
Typed or Printed Name	Richard Fernandez
Typed or Printed Title	CEO
Date	4/8/09

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No. : 09/696,558
Filed : 10-25-2000
Patent No. 6,973,478
Issued : 12-06-2005
Applicant : Jussi Ketonen et al.
TC/A.U. : 2155
Examiner : Bharat Barot
Docket No. : 2470-311
Customer No. : 6449
Confirmation No. : 2721

STATEMENT UNDER 37 CFR § 3.73(b)

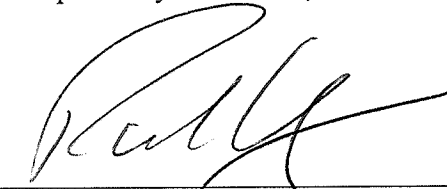
The named Assignee is the assignee of the entire right, title, and interest in the patent application/patent identified above by virtue of an assignment from the inventor(s) of the patent application/patent identified above, recorded in the United States patent and Trademark Office for which a copy thereof is attached and currently is being, submitted for recordation pursuant to 37 CFR § 3.11.

Respectfully submitted,

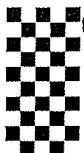
Date: _____

4/24/09

By _____



Richard Wydeven
Attorney for Applicants
Registration No. 39,881
ROTHWELL, FIGG, ERNST & MANBECK, p.c.
Suite 800, 1425 K Street, N.W.
Washington, D.C. 20005
Telephone: (202)783-6040



Attorney Docket No. 2470-0000

Rothwell, Figg, Ernst & Manbeck, P.C.

ASSIGNMENT OF PATENT PROPERTIES

IN CONSIDERATION for good and valuable consideration paid to Loyalty Ventures, Inc. (hereinafter ASSIGNOR), owner of the entire right, title, and interest throughout the world in, to, and under the Patent Properties listed below, by Webloyalty.com, Inc. (hereinafter ASSIGNEE), the receipt and adequacy of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, all of its right, title and interest through out the world in, to and under the following Patent Properties:

PATENT PROPERTIES

Patent Property	Title
United States Patent Application Serial No. 60/161,701	Local Assistant Component That Modifies Interactions with a Global Computer Network
United States Patent Application Serial No. 60/271,170	Method and System for Modifying and Transmitting Data Between a Portable Computer and a Network
United States Patent Application Serial No. 60/371,865	Method and Process for Retrieving and Analyzing Data to Customize the behavior of Automated Web Agents
United States Patent Application Serial No. 10/407,788	Method and Process for Retrieving and Analyzing Data to Customize the behavior of Automated Web Agents
United States Patent Application Serial No. 12/166,301	Method and System for Modifying and Transmitting Data Between a Portable Computer and a Network
United States Patent No. 6,973,478	Autonomous Local Assistant for Managing Business Processes
United States Patent No. 7,035,828	Method and System for Modifying and Transmitting Data Between a Portable Computer and a Network

including any invention(s) described or claimed therein, any other patent application(s) directed to any of the inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such Patent Properties, and all applications for Letters Patent that may be filed for any of the inventions in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof and further including all rights to sue or recover for the past, present and future infringement thereof and any and all causes of action related thereto.

AND, ASSIGNOR HEREBY further covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment, ASSIGNOR will take all action and execute all documents necessary to perfect the interest assigned hereby, and ASSIGNOR has not executed and will not execute any agreement in conflict with this Assignment;

AND, ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR, through its officers and employees, will, without further consideration, communicate with ASSIGNEE, its successors and assigns, any facts known to ASSIGNOR and its officers and employees respecting the invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in said ASSIGNEE, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper patent protection for any of the inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by ASSIGNEE, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Loyalty Ventures, Inc.

By Date 4/8/2009

Webloyalty.com, Inc.

By Date 4/8/09